

Case No. CIV-14-725-D

Exhibit 4. No other substantive pleadings have been filed, and no discovery has been issued by either party.

3. Nature of the Action. Plaintiff has a Dwelling Insurance Policy with Shelter, being Policy No. 35-73-7427932-1. Plaintiff alleges that a loss occurred to her dwelling on April 11, 2013, and that Shelter partially denied benefits and withheld payment after an unreasonable investigation and without a good faith basis for doing so. Plaintiff asserts that Shelter breached the insurance contract and its duty of good faith and fair dealing. Shelter denies these allegations and asserts that while a portion of the damage was the result of a covered peril, subject to the coverage deductible, a portion of the damage was not the result of a covered peril.

4. Basis for Jurisdiction in this Court. This action is a civil action of which this Court has original jurisdiction based on diversity of citizenship under 28 U.S.C. §1332(a).

5. Citizenship of Parties. Plaintiff asserts in her Petition that she owns a home in Guthrie, Oklahoma, and resides in said home; thus, she is citizen of the state of Oklahoma. Plaintiff does not make any assertions relative to Shelter's citizenship. A "[p]laintiff, however, cannot avoid removal merely by declining to allege the parties citizenship." *Walker v. American Standard Ins. Co. of Wis.*, 2011 WL 3439404, at *3 (D. Colo. Aug. 5, 2011). Defendant Shelter is a Missouri corporation, with its principal place of business in the state of Missouri. Therefore, complete diversity exists between the parties pursuant to 28 U.S.C. §1332(a)(1).

6. Amount in Controversy. Plaintiff's state court Petition contains a prayer for relief for "an amount in excess of \$75,000.00, plus interest, costs and for any such other and further relief to which Plaintiff may be entitled." Therefore, the amount in controversy is satisfied.

7. Timeliness of Removal. Pursuant to 28 U.S.C. §1446, this Notice of Removal is filed timely, i.e., within 30 days of service upon the Oklahoma Insurance Commissioner, Shelter's appointed agent for receipt of service of legal process per 36 O.S. §621.

8. Notice Given. Simultaneously with the filing of this Notice of Removal, Defendant has filed a true and correct copy of this Notice with the Clerk of the District Court of Oklahoma County, Oklahoma, and will provide notice to Plaintiff's counsel, all in accordance with 28 U.S.C. §1446(d).

9. Preservation of Defenses. By filing this Notice of Removal, Defendant does not waive, and hereby specifically preserves, all defenses afforded it under the Policy and controlling law.

WHEREFORE, premises considered, Defendant Shelter Mutual Insurance Company hereby removes this case from the District Court of Oklahoma County, Oklahoma, to the United States District Court for the Western District of Oklahoma.

s/ Rodney D. Stewart

Rodney D. Stewart, OBA #15105
Attorney for Defendant,
Shelter Mutual Insurance Company
Stewart Law Firm
6915 N. Classen Blvd., Suite A
Oklahoma City, OK 73116
Telephone: (405) 601-6060
Facsimile: (405) 601-6363
E-Mail: rds@rstewartlaw.com

Certificate of Service



I hereby certify that on (date) 07/10/2014, I electronically transmitted the attached document to the Clerk of Court using the ECF System for filing. Based on the records currently on file, the Clerk of Court will transmit a Notice of Electronic Filing to the following ECF registrants: (insert names)

Jerry Foshee
Foshee & Yaffe
Attorneys for Plaintiff
P.O. Box 890420
Oklahoma City, OK 73189



I hereby certify that on (date) _____, I served the attached document by (service method) _____ on the following, who are not registered participants of the ECF System: (insert names and addresses)

s/ Rodney D. Stewart

s/ Attorney Name